

Information:

Drawer: Finance

Number: \*\*\*\* FERPA Redaction \*\*\*\*

Name: \*\*\*\* FERPA Redaction \*\*\*\*

Invoice Number: C910198

Invoice Date:

PO Number:

Check Number: 0281685

Check Amount: \$ 600.00

Check Date: 06/08/2021

Voucher Number: V0680114

AP Type: IM Invoices < \$15,000

Redaction Type: FERPA

Document Type: Independent Contractor Agreement

Document Below

Note: Parts of the image below may have been redacted



**College of DuPage**  
**\* Independent Contractor**  
**Agreement**

(Not to be used for contracts in excess of \$5,000.00)

\* After final approver signs the completed form, send to [invoicing@cod.edu](mailto:invoicing@cod.edu).

ER				
ACCOUNT NUMBER/AMOUNT				
FUND	FUNCTION	DEPARTMENT	OBJECT	AMOUNT
01	90	16815	5309001	400.00
APPROVED-Supervisor, Purchasing				DATE
<b>AGREEMENT APPROVED</b> <b>JOYCE SEKERKA 5.24.21</b>				05/18/2021

**PART I. Complete PRIOR to performance of contractual services.**

Phone

Street

City, St

Agrees to perform on

05/11/2021, 05/12/2021

DATE (S)

the following services for the College of DuPage:

Multimedia Studio Upgrade - Set and Lighting Removal

If additional space is needed, please continue description of services on separate pages and attach to this form.

The sum of \$ 400.00 will be paid to the independent contractor upon completion of the services. The contractor will be responsible for all taxes related to income from the above services. The contractor understands that he/she is self employed and must carry at his/her own cost any insurance coverage such as workers compensation, medical, property & liability including auto related to the above mentioned services.

This is a "work for hire" agreement. All rights to materials produced or products from services rendered are property of College of DuPage in perpetuity.

The contractor agrees to hold College of DuPage, its Trustees, officers, directors, agents, successors and assigns, harmless from and against all losses, damages, injuries, claims demands, and expenses, including attorneys' fees, which may arise during performance of this agreement.

- ☒ I have read Board Procedure #15-465 and have determined that the individual on this agreement meets the definition of an independent contractor.

*James R. Hoesa*  
DEPARTMENT AUTHORIZED SIGNATOR

05/18/2021

DATE

All independent contractors must also certify below regarding the status of any educational loans as required by state law effective January 1, 1988.

(Must Check One)

- ☒ I certify that I am not in default on an educational loan guaranteed by the State in the amount of \$600.00 or more.

- ☐ I certify that I am in default on an educational loan guaranteed by the State in the amount of \$600.00 or more and I agree to make arrangements for repayment of this loan with the maker or guarantor within six months from the date of this contract.

I agree with the terms stated above and certify that I have received a copy of the contractual agreement.

DATE 05/13/2021

**PART II. Complete AFTER performance of contractual services.**

Authorized Signator certifies that the contractual services described in Part I above were completed satisfactorily and authorizes payment in full. (Payment is to be made only after completion of the contractual service.)

*James R. Hoesa*  
COLLEGE AUTHORIZED SIGNATURE

DATE

05/18/2021

COUNTER SIGNATOR (OPTIONAL)

DATE

\*See board policy, procedures and instructions on next page.  
(This agreement is VOID if amount exceeds \$5,000.00)

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

[Redacted area containing the main body of the form, including instructions and a large greyed-out section for the taxpayer's information.]

**Future developments:** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*  
By signing the filled-out form, you:
  1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## **Independent Contractors**

### **I. Board Policy #15-465**

#### **Employee vs. Independent Contractor**

The Board recognizes the need for and will compensate for personal services in accordance with the following criteria:

1. Individuals who offer their services to the public as a normal part of their business will be considered independent contractors.
2. Any person who is already an employee of the college cannot also be considered an independent contractor by the College of DuPage except for payments under intellectual property rights (Board Policy #15-195).
3. All other individuals under the direction of the college and paid by the college will be hired as employees through established procedures and paid through the payroll system.

### **II. Board Procedure for Policy #15-465**

Agreements with independent contractors for services of \$5,000 or less will be arranged through use of an Independent Contractor Agreement. The Independent Contractor Agreement also serves as a requisition and requires proper budget accounts and approvals.

Agreements with independent contractors in excess of \$5,000 will be arranged through the use of an individualized contractual agreement. The development of the contract will be through the office of the Vice President of Administrative Affairs. A purchase order requisition must accompany the contractual agreement.

Only one payment is to be made for independent contractor services. This single payment will be made only after the completion of the contractual services.

Agreements with regular college employees for additional compensated services will be arranged through the appropriate college offices through the payroll system except for payments under intellectual property rights (Board Policy #15-195).

### **III. Instructions For Completion of Independent Contractor Agreement**

#### **A. PRIOR to Performance of Services**

Complete Part I of the Agreement:

1. The attached FORM W-9 must be fully completed, signed, dated and returned with the Independent Contract Form in order for payment to be made.
2. Be sure that all applicable parts of the form are filled in; Obtain authorizations.
3. Always provide contractor with a copy of the agreement.

**Wait to distribute other copies until after completion of Part II.**

Payment will not be made unless contractor's original signature in ink appears on the agreement. Payment is to be made only after completion of the contractual service.

#### **B. AFTER Performance of Services**

Complete Part II of the Agreement:

1. College Authorized Signator must sign to indicate department's acknowledgement of satisfactory completion of contractual services.
2. Submit form to Purchasing Department, which will then begin processing and will forward to Accounts Payable for payment.
3. Independent contractors whose annual total payments equal or exceed \$600 in a calendar year or as directed by the Internal Revenue Service will be issued a Form 1099-MISC showing this total. A copy to the 1099-MISC will be forwarded to the Federal Government as required.

Information:

Drawer: Finance

Number: \*\*\*\* FERPA Redaction \*\*\*\*

Name: \*\*\*\* FERPA Redaction \*\*\*\*

Invoice Number: C910197

Invoice Date:

PO Number:

Check Number: 0281685

Check Amount: \$ 600.00

Check Date: 06/08/2021

Voucher Number: V0680115

AP Type: IM Invoices < \$15,000

Redaction Type: FERPA

Document Type: Independent Contractor Agreement

Document Below

Note: Parts of the image below may have been redacted





**College of DuPage**  
**\* Independent Contractor**  
**Agreement**

(Not to be used for contracts in excess of \$5,000.00)

\* After final approver signs the completed form, send to [invoicing@cod.edu](mailto:invoicing@cod.edu).

[REDACTED] ER				
ACCOUNT NUMBER/AMOUNT				
FUND	FUNCTION	DEPARTMENT	OBJECT	AMOUNT
01	90	16815	5309001	200.00
APPROVED—Supervisor, Purchasing				DATE
<b>AGREEMENT APPROVED</b> <b>JOYCE SEKERKA 5.24.21</b>				05/18/2021

Agrees to perform on 05/06/2021, 05/07/2021 the following services for the College of DuPage:  
DATE (S)

05062121 Jack Kent Cooke 2021 - Editor

If additional space is needed, please continue description of services on separate pages and attach to this form.

The sum of \$ 200.00 will be paid to the independent contractor upon completion of the services. The contractor will be responsible for all taxes related to income from the above services. The contractor understands that he/she is self employed and must carry at his/her own cost any insurance coverage such as workers compensation, medical, property & liability including auto related to the above mentioned services.

This is a "work for hire" agreement. All rights to materials produced or products from services rendered are property of College of DuPage in perpetuity.

The contractor agrees to hold College of DuPage, its Trustees, officers, directors, agents, successors and assigns, harmless from and against all losses, damages, injuries, claims demands, and expenses, including attorneys' fees, which may arise during performance of this agreement.

☒ I have read Board Procedure #15-465 and have determined that the individual on this agreement meets the definition of an independent contractor.

*James R. Hoes*  
 DEPARTMENT AUTHORIZED SIGNATOR

05/18/2021  
 DATE

All independent contractors must also certify below regarding the status of any educational loans as required by state law effective January 1, 1988.  
 (Must Check One)

☒ I certify that I am not in default on an educational loan guaranteed by the State in the amount of \$600.00 or more.

☐ I certify that I am in default on an educational loan guaranteed by the State in the amount of \$600.00 or more and I agree to make arrangements for repayment of this loan with the maker or guarantor within six months from the date of this contract.

I agree with the terms stated above and certify that I have received a copy of the contractual agreement.

[REDACTED] DATE 05/13/2021

**PART II. Complete AFTER performance of contractual services.**

Authorized Signator certifies that the contractual services described in Part I above were completed satisfactorily and authorizes payment in full. (Payment is to be made only after completion of the contractual service.)

*James R. Hoes*  
 COLLEGE AUTHORIZED SIGNATURE

DATE 05/18/2021

COUNTER SIGNATOR (OPTIONAL)

DATE

\*See board policy, procedures and instructions on next page.  
 (This agreement is VOID if amount exceeds \$5,000.00)



Print or type  
See Specific Instructions on page 2.

Part I  
Enter the taxpayer's name as it appears on the backup withholding return, including the taxpayer's residence, if different from the taxpayer's name on the TIN of the requester.  
Note: See the instructions for more information.

Part II  
Under the backup withholding rules, the requester must obtain your correct taxpayer identification number (TIN) from you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

Certification  
You must certify that the information you are providing is correct (or you are waiting for a number to be issued).  
Signature  
The requester must obtain your signature or the signature of an authorized officer, partner, or agent.  
Get the form  
Section 6050T  
Future  
as required

- An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
- Form 1099-INT (interest earned or paid)
  - Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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